

THIS LICENCE made this 29th day of Oct, 1998 A.D.

BETWEEN: HER MAJESTY THE QUEEN in right of Canada, as represented by the Minister of Supply and Services and of Public Works hereinafter referred to as the "Licensor"

OF THE FIRST PART

AND:

RENE CHARTRAND hereinafter called the "Licensee"

OF THE SECOND PART

WHEREAS the Licensor is the owner in fee simple of the lands described in Schedule A, in the City of Ottawa, in the Province of Ontario. (the "Lands");

AND WHEREAS the Licensor is responsible for the restoration of the slope and preservation of the heritage environment;

AND WHEREAS the Licensee wishes to maintain a site to feed stray cats located approximately in the area outlined in red (Licensed Area) on Schedule B;

NOW THEREFORE IN CONSIDERATION of One Dollar (\$1.00) the Licensor grants to the Licensee an exclusive licence to occupy the Licensed Area for the purpose of operating a not-for-profit cat feeding area.

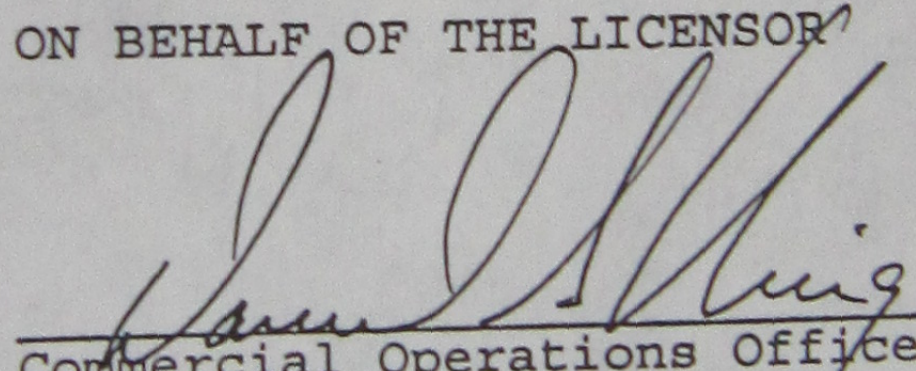
The Licensor and the Licensee further covenant and agree as follows:

1. The Licence shall be for a term of five (5) years commencing on the first (1st) day of January, 1998 and ending on the thirty-first (31st) day of December, 2003 hereinafter called the "Term".
2. All persons who have access to the cat care area for any purpose in connection therewith shall have such access only with the express written permission of the Licensee and if found satisfactory to the Licensor.
3. The Licensor reserves the right from time to time to make and to change rules and regulations regarding security. The Licensor may waive the strict performance and observance by the Licensee of any rule or regulation by this section permitted, but no waiver constitutes a waiver of the subsequent breach of the same or any other rule or regulation regarding security.
4. The Licensee acknowledges that the Licensor has priority for work in the Lands.
5. The Licensor may cancel or amend any permission granted pursuant to this Licence and the Licensee shall comply with such cancellation.
6. The Licensee shall indemnify and save harmless the Licensor and its officers, servants or agents from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, sustained, brought or prosecuted in any manner based upon, caused or occasioned by or attributable to any injury, loss or damage suffered by any person and resulting from any act or omission of the Licensee, its servants or agents in connection with the use of the Licensed Area.
7. The Licensee shall not assign its rights and obligations under this License without the prior written consent of the Licensor.

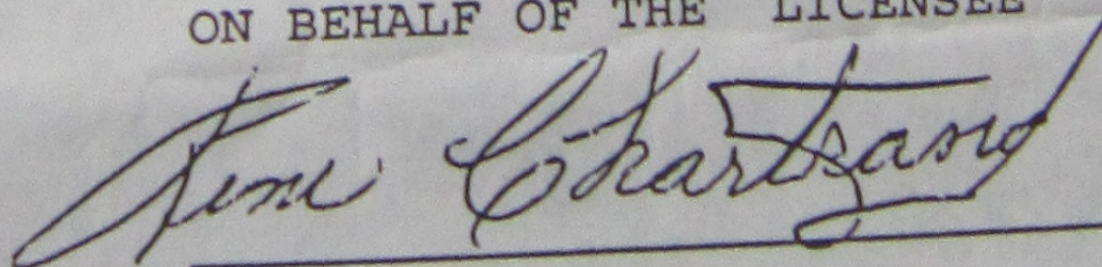
8. The Licensed Area (as defined herein) hereby licensed is provided in an "as is" condition and it is understood further, that there is no promise, representation or undertaking by, or binding upon the Licensor with respect to any equipment or fixtures in the Licensed Area.
9. Any notice required to be given hereunder shall be sufficiently given,
- (a) if, in the case of the Licensee, it is personally served on the Licensee or if forwarded by registered mail it is addressed to:
- Mr. Rene Chartrand
160 CHARLOTTE ST. APT. 1207
OTTAWA ONTARIO
K1N 8Z5 TEL. 241 8443
- (b) in the case of Her Majesty if, it is personally served on, or forwarded by registered mail addressed to:
- Commercial Operations Officer
Parliamentary Precinct Directorate
107 Sparks Street, 2nd Floor
Ottawa, Ontario K1A 0M3
- Attention: Mr. Daniel King
10. Each notice given pursuant to Clause 9 hereof, if forwarded by registered mail shall be deemed to have been served on the fifth business day next following the day of such mailing.

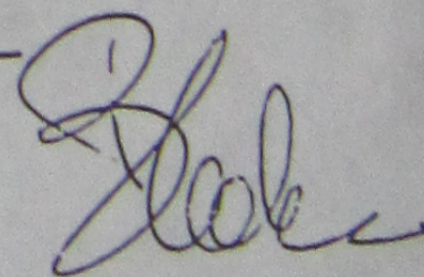
IN WITNESS WHEREOF the Licensor and Licensee have executed this licence as of the day and year first above written.

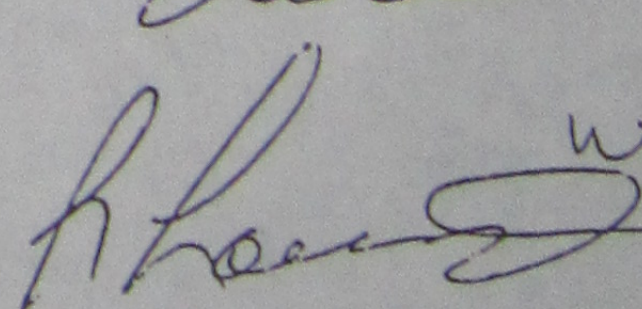
ON BEHALF OF THE LICENSOR


Commercial Operations Officer
Holdings Management/ Real Estate Sector

ON BEHALF OF THE LICENSEE



 witness

 witness

SCHEDULE "A"

DESCRIPTION OF LAND

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Ottawa, in the Regional Municipality of Ottawa- Carleton in the Province of Ontario and being composed of Part of the Ordnance Reserve Registered Plan No. 4797 and designated as Part 1 on Plan 4R-1730.

SCHEDULE "B"

